

EXECUTION COPY

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement") dated September 6, 2017 is made by and among [REDACTED] Holdings Inc., a New York corporation with a place of business at 44 Howard Street, Suite 501, New York, NY 10013 ("Purchaser"), [REDACTED] a, [REDACTED], a Delaware corporation with a place of business at 778 Clayton Street, San Francisco, CA 94117 ("Seller"), [REDACTED] Brands Inc., a Delaware corporation with a place of business at 44 Howard Street, Suite 501, New York, NY 10013 ("Rackbrands") and [REDACTED] Daniels, an individual residing at 44 Turquoise Way, San Francisco, CA 94131 and a shareholder of Seller ("Daniels").

WHEREAS, Seller is engaged in the business of designing, manufacturing, distributing marketing and selling (through wholesale and e-commerce channels) apparel and other products bearing the ISAORA brand or related Trademarks (the "**Business**"); and

WHEREAS, Seller wishes to sell to Purchaser and Purchaser wishes to purchase certain assets of Seller relating to the Business as more fully set forth herein, all upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and intending to be legally bound by the terms and conditions of this Agreement, the Parties hereby agree as follows:

1.

DEFINITIONS

1.1. Definitions.

In addition to capitalized terms defined elsewhere in this Agreement, the following capitalized terms used in this Agreement have the following meanings for all purposes of this Agreement:

"Accounts Receivable" means (a) any trade accounts receivable and other rights to payment from customers of the Business and (b) any other account or note receivable related to the Business, together with, in each case, the full benefit of any security interest of Seller therein.

"Action" means any claim, demand, litigation, action, cause of action, suit, investigation, audit, hearing, originating application to a tribunal, binding arbitration or proceeding.

"Assets" has the meaning set forth in **Section 2.1**.

"Assumed Liabilities" means the assumption of Seller's obligations under the Sales Orders and Contract(s) listed on **Schedules 2.1(d)**, and **2.1(e)**, respectively, subject to the consent of the other party thereto to such assumption and assignment, if applicable and the assumption of Seller's obligations with respect to any merchandise returns or claims associated with the limited warranty available to customers pursuant to the terms and conditions of the Isaora Website (the "**Website**").